

Soundtrap® Terms of Use

Effective December 18, 2020

NOTE: If you are signing up to or using Soundtrap® for Education on behalf of a school, school district, or other educational organization or entity, these are not the right terms for you. Please review our Soundtrap for Education Terms of Use instead.

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1. Introduction and binding agreement

Welcome to Soundtrap®, a service provided by Spotify (“Soundtrap®”, “we” “our”, or “us”).

These Soundtrap® Terms of Use (“Terms of Use”) govern your use of the Soundtrap® services, including all associated features and functionalities, websites, mobile and desktop applications and all related tools, applications, data, software, APIs as well as all other content and services associated with the Soundtrap® services (the “Service”).

By signing up or otherwise accessing or using any parts of the Service you are entering into a binding agreement with Spotify AB.

Your agreement with us includes these Terms of Use, together with our [Community Guidelines](#) and any additional terms that you agree to from time to time, other than terms with any third parties (collectively, the “Agreement”). If you wish to read the terms of the Agreement, the current effective version can be found on our website, www.soundtrap.com (the “Website”).

Please read these Terms of Use and the other referenced documents carefully, as they include important information on:

- your legal rights and obligations when you use the Service;
- the rights you give us and other users when you use the Service;
- the rules everyone needs to follow when using the Service;
- other key information regarding changes and termination of the Service, automatic renewals, your liability for content, infringements and limitation of liability; and
- a class action waiver and an agreement to resolve any disputes that may arise by arbitration.

You acknowledge that you have read and understood the Agreement, and agree to be bound by it. If you do not agree with (or cannot comply with) the Agreement, then you may not use the Service or any parts thereof.

2. Age and registration requirements

In order to use the Service, you need to (1) meet the age requirements in the chart below, or if your country is not indicated be 18 years or older, or be 13 years or older and have your parent or guardian’s consent to the Agreement, and (2) have the power to enter into a binding contract with us and not be prevented from doing so under any applicable laws.

If your country is marked with an asterisk (*) in the chart below, and you require parent or guardian consent, your parent or guardian will enter into the contract on behalf of you.

Country	Age Requirements
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Andorra*, Argentina*, Australia, Austria*, Bahrain, Belgium, Bolivia*, Costa Rica*, Czech Republic, Denmark*, Dominican Republic, Ecuador, El Salvador*, Estonia, Finland, France*, Greece*, Guatemala*, Honduras*, Hong Kong, Iceland, India, Ireland, Israel, Jordan, Kuwait, Latvia, Lebanon, Liechtenstein, Luxembourg, Malaysia*, Malta*, Mexico*, Monaco*, Morocco, New Zealand, Nicaragua*, Norway*, Oman, Palestine, Panama*, Paraguay*, Philippines*, Poland*, Portugal*, Qatar, Saudi Arabia, Singapore, South Africa, Spain*, Sweden, Switzerland, UAE, Turkey*, United Kingdom, Uruguay, Vietnam	Must be 18 or older, or be 13 or older and have parent or guardian consent.
Algeria	Must be 19 or older, or be 13 or older and have parent or guardian consent.
Brazil, Germany	Must be 18 or older, or be 16 or older and have parent or guardian consent.
Bulgaria*, Colombia*, Chile, Hungary, Peru, Romania	Must be 18 or older, or be 14 or older and have parent or guardian consent.
Canada	Must be 13 or older to use the Free Service. For Paid Subscriptions, you must be age of majority in your province or territory of residence, or 13 or older with parent or guardian consent.
Cyprus*, Italy, Lithuania, Netherlands	To use the Free Service, must be 16 or older, or be 13 or older and have parent or guardian consent. To register for a Paid Subscription, must be 18 or older, or be 13 or older and have parent or guardian consent.
Egypt, Indonesia	Must be 21 or older, or be 13 or older and have parent or guardian consent.
Japan, Taiwan, Thailand	Must be 20 or older, or be 13 or older and have parent or guardian consent.
Slovakia*	Must be 16 or older, or be 13 or older and have parent or guardian consent.
Tunisia	Must be 18 or older.

3. Changes to the Agreement

We reserve the right to change, alter, replace or otherwise modify the Agreement, including these Terms of Use, at any time.

When we make any material changes to the Agreement, including these Terms of Use, we will provide you with notice as we deem appropriate under the circumstances, for example by updating the date of last modification and posting to the Website, displaying a prominent notice on the Website, within the Service and/or by sending an email to the email address registered in your account. In some cases we will notify you in advance, and your continued use of the Service after the changes have taken effect will constitute your acceptance of the revised Agreement. If you do not wish to continue using the Service under the new version of the Agreement, you may terminate the Agreement as described in the [Term and termination](#) section below.

4. Our Service, subscriptions, price changes etc.

4.1 Our Service and subscriptions

Soundtrap® is a cloud based hosting and collaborative recording platform. Registered users of the Service may submit, upload and post audio, text, photos, pictures, graphics, comments, and other content, data or information (“Content”), which will be stored at the direction of such registered users, and may be shared and distributed by such registered users, and other users of the Service, using the tools and features provided as part of the Service and accessible via the Website, applications and elsewhere. The Service also enables registered users to interact with one another, to contribute to discussions, and to view, listen to and share Content uploaded and made available by other registered users.

Certain functions and features of the Service are provided to you free-of-charge (“Free Subscription”) whereas other functions and features require payment before you can access and use them (“Paid Subscription”).

You can learn more about our Service and subscriptions by visiting the Website.

4.2 Trials and cooling-off period

From time to time, we or others on our behalf may offer trials or special offers of Paid Subscriptions for a specified period without payment or at a reduced rate (a “Trial”). These Trials may be subject to separate and additional terms and conditions. We may determine your eligibility for a Trial, and withdraw or modify a Trial at any time without prior notice and with no liability, to the extent permitted under applicable law.

For some Trials, we will require you to provide your payment details to start the Trial. By providing such details you agree that we may automatically begin charging you for the Paid Subscription on the first day following the end of the Trial on a recurring monthly or yearly basis or another interval that we disclose to you in advance. IF YOU DO NOT WANT THIS CHARGE, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION AT THE LATEST ON THE LAST DAY BEFORE THE RENEWAL DATE AS DESCRIBED IN THE [TERM AND TERMINATION](#) SECTION BELOW.

When you cancel a free Trial during the Trial period, you will lose access to the Paid Subscription immediately upon cancellation and your Soundtrap account will switch to a Free

Subscription, unless otherwise advertised.

If you register for a Paid Subscription, you may change your mind for any or no reason and receive a full refund of all monies paid within fourteen (14) days starting from the day you sign up for the relevant service (the “Cooling-off Period”) in accordance with the following:

- If you sign up for a Trial, you agree that the Cooling-off Period for the Paid Subscription for which you are receiving a Trial ends fourteen (14) days after you start the Trial. If you don't cancel the Paid Subscription before the Trial ends, you lose your right of withdrawal and authorize us to automatically charge you the agreed price each month until you cancel the Paid Subscription.
- If you purchase a Paid Subscription with no Trial, you authorize us to charge you automatically each month until you cancel. You agree that the Cooling-off Period is available for fourteen (14) days after your purchase but is lost once you use the Service during that period.

You also expressly agree that by logging in and starting to use the Service at any time during the Cooling-off Period, your right of withdrawal in relation to the Paid Subscription will be irrevocably lost.

4.3 Payment, renewals and cancellation

You may purchase a Paid Subscription by paying the subscription fee in advance on a monthly or yearly basis, or some other recurring interval disclosed to you prior to your purchase. The Paid Subscription and your payment will automatically renew at the end of the applicable subscription period, unless you cancel your Paid Subscription before the end of the then-current subscription period. Except as set out in Section 4.2 for free Trials, the cancellation will take effect the day after the last day of the current subscription period, and you will be automatically downgraded to and may continue to use the Service under the Free Subscription.

If you purchased a Paid Subscription and you cancel your payment or Paid Subscription and/or terminate the Agreement (1) after the Cooling-off Period is over or lost , or (2) before the current subscription period has ended, we will not refund any subscription fees already paid to us.

See the [Term and Termination](#) section below for further information on how to cancel a Paid Subscription and/or terminate the Agreement.

4.4 Price changes

We may change the price for the Paid Subscription, including recurring subscription fees, from time to time and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the Service after the price change takes effect. If you do not agree

with a price change, you have the right to reject the change by cancelling your Paid Subscription before the price change takes effect.

5. Your Soundtrap® account

When you register to use the Service, you will provide us with your email address, and will choose a username and password for your account. You must ensure that the email address that you provide is, and remains, valid at all times. You also promise that any registration information that you submit to us is true, accurate, and complete, and you agree to keep it that way at all times.

The email address and any other information you chose to provide about yourself will be treated in accordance with our [Privacy Policy](#).

You are solely responsible for maintaining the confidentiality and security of your username and password, and you will remain responsible for all use of your username and password, and all activity emanating from your account, whether or not such activity was authorized by you.

If your username or password is lost or stolen, or if you believe that unauthorized third parties have accessed your account, you must notify us immediately in writing, and change your password as soon as possible.

We reserve the right to disallow, cancel, remove or reassign certain usernames and permalinks in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your account if activities occur which, in our sole discretion, would or might constitute a violation of the Agreement.

6. Your use of the Service

The Service is the property of Soundtrap®. As a registered user and subject to your strict compliance with the Agreement, we grant you a limited, personal, non-exclusive, revocable and non-transferable permission to: (i) submit, upload, record or post Content to the Service, which includes using the Sample Content described below, (ii) view, listen, collaborate, share and download Content that other users have uploaded and posted to the Service using the features of the Service and where the appropriate functionality has been enabled by the user who uploaded the Content (“Uploader”), and (iii) participate in the community areas and communicate and collaborate with other members of the Soundtrap® community.

As a registered user, the Service provides you access to certain pre-recorded sample content including audio files, loops and beats, instruments and other sounds, sound settings, graphics, images and similar assets (“Sample Content”). The Sample Content is proprietary to Soundtrap® and/or its licensors, and is protected by applicable intellectual property laws, including but not limited to copyright. Unless otherwise is provided, you may use all Sample Content included in the Service on a royalty-free basis to create your own original Content. The Service may also provide you access from time to time to complete musical or other audio works and compositions (“Demo Projects”). These Demo Projects serve as inspiration and education only and you may not include these Demo Projects in your own Content, or reformat,

mix, filter, re-synthesize or otherwise alter the Demo Projects, unless otherwise is explicitly provided in relation to the particular Demo Project. Neither the Sample Content, nor the Demo Projects may be commercially or otherwise distributed outside the Service on a stand alone basis or repackaged as audio samples or similar.

The Soundtrap® Service and software applications are not sold or transferred to you, and we and our licensors retain ownership of all copies of the Soundtrap® Service and software applications. Except for the permission expressly granted to you in the Agreement, you do not acquire any right, title or interest in or to the Service.

All Soundtrap® trademarks, service marks, trade names, logos, domain names, and any other features of the Soundtrap® brand (“Soundtrap® Brand Features”) are the sole property of Soundtrap® or our licensors. The Agreement does not grant you any permission to use any Soundtrap® Brand Features whether for commercial or non-commercial use.

Third party software (for example, open source software libraries) included in the Service are made available to you under the relevant third party license terms as published and described in the Service, the Website, and in these Terms of Use.

7. Third party websites, applications and services

The Service is integrated with or may otherwise interact with third party websites, applications, software and services including the Linked Services as defined below (“Third Party Services”) to provide the Service to you. These Third Party Services may have their own terms and conditions of use and privacy policies and you understand and agree that we do not endorse and do not have or maintain any control over these Third Party Services, and are not and cannot be held responsible for their content, operation or use, or for any transaction you may enter into with the provider of any such Third Party Services, nor do we give any warranty with respect to the compatibility, content, operation or use of any such Third Party Services.

8. User Guidelines

We respect the rights of others and expect you to do the same. We have established a few ground rules for you to follow when using the Service to make sure Soundtrap® stays enjoyable for everyone. You must follow the rules in this section (“User Guidelines”), including the Community Guidelines, at all times and should encourage other users to do the same.

The following is NOT ALLOWED for any reason whatsoever:

1. copying, ripping, capturing or attempting to do the same, any Content from the Service, other than by means of download in circumstances where the relevant Uploader has permitted downloads of the relevant Content.
2. adapting, copying, republishing, making available or otherwise communicating to the public, displaying, performing, transferring, sharing, distributing or otherwise using or exploiting any Content on or from the Service, except where (i) such Content is Your Content, or (ii) as permitted under the Agreement, and within the parameters set by the Uploader (for

example, under the terms of Creative Commons licenses selected by the Uploader).

3. using any Content (other than Your Content) in any way that is designed to create a separate content service or that replicates any part of the Service.
4. employing scraping or other automated techniques to aggregate, repurpose, republish or otherwise make use of any Content.
5. employing or making use of any techniques or services, automated or otherwise, designed to misrepresent the popularity of Your Content on the Service, or to misrepresent your activity on the Service, including by the use of bots, botnets, scripts, applications, plugins, extensions or other automated means to register accounts, login, add followers to your account, play Content, follow or unfollow other users, send messages, post comments, or otherwise to act on your behalf, particularly where such activity occurs in a multiple or repetitive fashion. You must not offer or promote the availability of any such techniques or services to any other users of the Service.
6. altering or removing, or attempting to do the same, any trademark, copyright or other proprietary or legal notices contained in, or appearing on, the Service or any Content appearing on the Service (other than Your Content).
7. copying or adapting, either by yourself or via a third party, the object code of the Service, or reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of any part of the Service, or circumvent or attempt to circumvent or copy any copy protection mechanism or access any rights management information pertaining to Content other than Your Content, except to the extent permitted by applicable law.
8. renting, selling or leasing access to the Service or any Content, although this shall not prevent you from including links from Your Content to any legitimate online download store from where any item of Your Content may be purchased.
9. using or attempting to use another person's account, password, or other information, unless you have express permission from that other person.
10. selling, transferring, or offering to sell or transfer, any Soundtrap® account or access to any Soundtrap® account to any third party without our prior written approval.
11. collecting or attempting to collect personal data, or any other kind of information about other users, including through spidering or any form of scraping.
12. violating, circumventing or attempting to violate or circumvent any data security measures employed by us or any Uploader; accessing or attempting to access data or materials which are not intended for your use; logging into, or attempting to log into, a server or account which you are not authorized to access; attempting to scan or test the vulnerability of our servers, system or network or attempting to breach our data security or authentication

procedures; attempting to interfere with the Service by any means including hacking our servers or systems, submitting a virus, overloading, mail-bombing or crashing.

When using the Service, you are also NOT ALLOWED to upload, post, store, transmit, display, copy, distribute, promote Content or otherwise engage in any activity which, in our reasonable opinion, includes information or material that:

- is offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, that promotes violence, terrorism, or illegal acts, incites hatred on grounds of race, gender, religion or sexual orientation, or is otherwise objectionable in our reasonable discretion;
- violates, plagiarizes, misappropriates or infringes the rights of any other party including, without limitation, copyright, trademark rights, rights of privacy or publicity, proprietary rights or any other of our rights or the rights of a third party;
- violates, breaches or is contrary to any law, rule, regulation, court order or is otherwise illegal or inappropriate in our reasonable opinion;
- contains any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm, or other harmful or malicious component, which or might overburden, impair or disrupt the Service or servers or networks forming part of, or connected to, the Service, or which does or might restrict or inhibit any other user's use and enjoyment of the Service;
- contains unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation.
- encourage, induce, solicit or promote, any conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law or regulation.
- impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, for example, by registering an account in the name of another person or company, or sending messages or making comments using the name of another person.
- involves stalking, exploiting, threatening, bullying, abusing or otherwise harassing another user, or any of our employees.

You agree to comply with the above User Guidelines, and acknowledge and agree that violation, or if we reasonably suspect violation, of these User Guidelines may result in immediate suspension or termination of your account or such other action that we see fit, including taking court action and/or reporting offending users to, and cooperating with, relevant authorities.

9. Your Content

Any and all Content that you upload, store, transmit, submit, exchange or make available to or via the Service ("Your Content") is generated, owned and controlled solely by you, and not by us.

We do not claim any ownership rights in Your Content, and you hereby expressly acknowledge and agree that Your Content remains your sole responsibility.

Under no circumstances should you upload, store, distribute, send, transmit, display, perform, make available or otherwise communicate to the public any Content to which you do not hold the necessary rights. In particular, any unauthorized use of copyright protected material within Your Content may constitute an infringement of third party rights and is strictly prohibited. Any such infringements may result in termination of your account, and may also result in civil litigation or criminal prosecution by or on behalf of the relevant rights holder.

You promise that, with respect to any of Your Content that you submit to the Service, (1) you own or have the right to submit and have all rights necessary to grant the rights and licenses for us to use Your Content as permitted by the Agreement, and (2) Your Content, or its use by us as contemplated by the Agreement, does not violate the Agreement, applicable law, or the intellectual property, publicity, personality, or other rights of others.

We may, from time to time, invite or provide you with means to provide feedback regarding the Service, and in such circumstances, any feedback you provide will be deemed non-proprietary and non-confidential and we will have the unrestricted right, but no obligation, to use such feedback as we see fit.

10. Rights you grant us

By uploading or posting Your Content to the Service, you initiate an automated process to transcode any audio Content and direct us to store Your Content on our servers, from where you may control and authorize the use, reproduction, transmission, distribution, public display, public performance and other communication to the public of Your Content.

You hereby grant us a worldwide, non-exclusive, transferable, sub-licensable, perpetual, irrevocable, royalty-free and fully paid up right to access and use Your Content and any other information solely as necessary in order for us to provide you with the Service, to undertake any of the tasks set forth in the Agreement and to improve and enable your use of the Service including providing support or other services as may be requested by you from time to time.

By uploading Your Content to the Service, you also acknowledge and agree that other users of the Service and operators and users of any Third Party Services to which you have chosen to share or embed Your Content using the Services (“Linked Services”) may use, copy, repost, transmit, distribute or otherwise make available to the public, Your Content utilizing the features of the Service from time to time, and within the parameters set by you using the Service.

You can limit and restrict the availability of certain of Your Content to other users of the Service and to users of Linked Services, at any time using the settings on the sound page for each sound you upload. Notwithstanding the foregoing, nothing in the Agreement grants any rights to any other user of the Service with respect to any proprietary name, logo, trademark or service mark uploaded by you as part of Your Content (for example, your profile picture) (“Marks”), other than the right to reproduce, publicly display, make available and otherwise communicate to the public those Marks, automatically and without alteration, as part of the act of reposting sounds

with which you have associated those Marks.

The rights you grant to us in this section are granted separately with respect to each item of Your Content that you upload to the Service. The rights with respect to audio Content, and any images or text within your account, will terminate automatically when you remove such Content from your account; provided that we have the right to keep a copy of any of Your Content in our archives for backup, legal, or any other purpose. The rights with respect to comments or other contributions that you make on the Service will be perpetual and irrevocable, and will continue notwithstanding any termination of your account.

Removal of audio Content from your account will automatically result in the deletion of the relevant files from our systems and servers. However, notwithstanding the foregoing, you hereby acknowledge and agree that once Your Content is distributed to a Linked Service, we are not obligated to ensure the deletion of Your Content from any servers or systems operated by any Linked Services, or to require that any user of the Service or any Linked Services deletes any item of Your Content.

Any Content other than Your Content is the property of the relevant Uploader, and is or may be subject to copyright, trademark rights or other intellectual property or proprietary rights. Such Content may not be downloaded, reproduced, distributed, transmitted, re-uploaded, republished, displayed, sold, licensed, made available or otherwise communicated to the public or exploited for any purposes except via the features of the Service from time to time and within the parameters set by the Uploader on the Service or with the express written consent of the Uploader. Where you repost another user's Content, or include another user's Content in a set, you acquire no ownership rights whatsoever in that Content. Subject to the rights expressly granted in this section, all rights in Content are reserved to the relevant Uploader.

11. Liability for Content

You hereby acknowledge and agree that the Service (i) stores Content and other information at the direction, request and with the authorization of its users, (ii) acts merely as a passive conduit and/or host for the uploading, storage and distribution of such Content, and (iii) plays no active role and gives no assistance in the presentation or use of such Content. You are solely responsible for all of Your Content that you upload, post or distribute to, on or through the Service.

You hereby acknowledge and agree that we do not have the obligation to review any of Your Content that is created or uploaded by you and neither we, nor our subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders have any obligation, and do not undertake or assume any duty, to monitor the Service for Content that is inappropriate, that does or might infringe any third party rights, or has otherwise been uploaded in breach of the Agreement or applicable law.

We, our subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders hereby exclude, to the fullest extent permitted by law, any and all liability which may arise from any Content (including Your Content) uploaded to the Service by our users.

By using the Service, you irrevocably waive the right to assert any claim with respect to any of the foregoing against us or any of our subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders.

From time to time, other users may promote competitions, promotions, prize draws and other similar opportunities on the Service ("Third Party Competitions"). We are not the sponsor or promoter of these Third Party Competitions, and do not have any responsibility or liability for the actions or inactions of any third parties who organize, administer or are otherwise involved in any of promotion of these Third Party Competitions. If you wish to participate in any of these Third Party Competitions, it is your responsibility to read the terms and conditions applicable to the relevant Third Party Competition and to ensure that you understand the rules and any eligibility requirements, and are lawfully able to participate in such Third Party Competitions in your country of residence.

12. Blocking and removal of Content

Notwithstanding the fact that we have no obligation to monitor the Content on the Service, we reserve the right to block, remove or delete any Content at any time, and to limit or restrict access to any Content, for any reason and without liability, including if we have reason to believe that such Content does or might infringe the rights of any third party, has been uploaded or posted in breach of the Agreement, including our Community Guidelines or applicable law, or is otherwise unacceptable in our reasonable opinion.

Please also note that individual Uploaders have control over the Content that they store in their account from time to time, and may remove any or all Content without notice. You have no right of continued access to any particular item of Content and we shall have no liability in the event that you are unable to access an item of Content due to its removal from the Service, whether by us or the relevant Uploader.

13. Reporting infringements

We respect the rights of intellectual property owners. If you believe that any Content on the Service infringes your copyright, see our [copyright information pages](#). If we are notified by a copyright holder, using the process provided on the copyright information pages, that any Content infringes a copyright, we may in our sole discretion remove such Content from the Service, or take other steps that we deem appropriate, without prior notification to the user or other party who supplied or posted that Content. If such user or other party believes that the Content is not infringing, he or she may in certain circumstances submit a counter-notification to us with a request to restore the removed content, which we may or may not honor, in our sole discretion.

Please note that this process applies to copyright infringements only. If you believe that any Content infringes any other intellectual property right or is illegal, defamatory, offensive, harassment, spam or otherwise violates the [User Guidelines](#), please report this to us at support@soundtrap.com.

14. Service limitations and modifications

We will make reasonable efforts to keep the Service operational. However, certain technical difficulties, maintenance or testing, or updates required to reflect changes in the Service or in relevant laws and regulatory requirements, may, from time to time, result in temporary interruptions. We reserve the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Service, with advance notice where possible, all without liability to you, except where prohibited by law, for valid reasons such as in case of genuine interruption, modification, or discontinuation of the Service or any function or feature thereof, or need to repair, maintain or improve the existing functions or features, or to add new functions or features to the Service, or to implement advancements in science and technology or ensure the operability or the security of the Service, legal and regulatory reasons. You understand, agree, and accept that we will make reasonable efforts, although we have no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service.

Any new versions, tools, resources and other services and features released for the Service are subject to the Agreement, including these Terms of Use, as well as any additional terms of use that may apply to those specific releases.

15. Representations and warranties

You hereby represent and warrant as follows:

1. Your Content, and each and every part thereof, is an original work by you, and/or you have obtained and will maintain all rights, licenses, consents, waivers, clearances, or approvals required from any collecting society (including STIM, ASCAP, BMI, SESAC, PRS, PPL etc.), record label, publisher or any other party in order for us to lawfully use Your Content pursuant to the Agreement, including these Terms of Use, including the right to upload, reproduce, store, transmit, distribute, share, publicly display, publicly perform, make available and otherwise communicate to the public Your Content, and each and every part thereof, on, through or via the Service and any Linked Services.
2. Your Content and the availability thereof on the Service does not and will not infringe or violate the rights of any third party, including any copyright or other intellectual property rights, performers' rights, rights of privacy or publicity, or rights in confidential information.
3. You have obtained any and all necessary consents, permissions and/or releases from any and all persons appearing in Your Content in order to include their name, voice, performance or likeness in Your Content and to publish the same on the Service and via any Linked Services.
4. Your Content, including any comments that you may post on the Website, is not and will not be unlawful, offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, will not promote violence, terrorism, or illegal acts, or incite hatred on grounds of race, gender, religion or sexual orientation.
5. Your Content does not and will not create any liability on the part of us, our subsidiaries, affiliates, successors, and assigns, and our respective employees, agents, directors, officers

and/or shareholders.

We reserve the right to remove Your Content, suspend or terminate your access to the Service and/or pursue all legal remedies if we believe that any of Your Content breaches any of the foregoing representations or warranties, or otherwise infringes another person's rights or violates any law, rule or regulation.

16. Indemnification

You hereby agree to indemnify, defend and hold harmless Soundtrap®, its successors, assigns, affiliates, agents, directors, officers, employees and shareholders from and against any and all claims, obligations, damages, losses, expenses, and costs, including reasonable attorneys' fees, resulting from or related to:

(i) your breach of the Agreement or applicable law;

(ii) any third party claim of infringement of copyright or other intellectual property rights or invasion of privacy arising from the uploading or hosting of Your Content on the Service, and/or your making available thereof to other users of the Service, and/or the actual use of Your Content by other users of the Service or any Third Party Services in accordance with the Agreement and the parameters set by you with respect to the distribution and sharing of Your Content;

(iii) any activity related to your account, be it by you or by any other person accessing your account with or without your consent unless such activity was caused by an act or default for which we are responsible.

17. Warranty disclaimer

WHILE WE USE COMMERCIALY REASONABLE EFFORTS TO CORRECT ANY ERRORS OR OMISSIONS IN THE SERVICE AS SOON AS PRACTICABLE ONCE THEY HAVE BEEN BROUGHT TO OUR ATTENTION, WE DO NOT REPRESENT OR WARRANT THAT OUR SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, OUR SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE EXPRESSLY DISCLAIM IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF OUR SERVICE.

THIS SECTION DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER OR OTHER MANDATORY RIGHTS AFFORDED TO YOU BY APPLICABLE LAW.

18. Limitation of liability

YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICE IS TO UNINSTALL AND TO STOP USING THE SERVICE. YOU AGREE THAT WE HAVE NO OBLIGATION OR LIABILITY ARISING FROM

OR RELATED TO LINKED SERVICES OR ANY OTHER THIRD PARTY SERVICES OR THE CONTENT THEREOF MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SERVICE, AND WHILE YOUR RELATIONSHIP WITH SUCH LINKED SERVICES AND OTHER THIRD PARTY SERVICES MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO US, FOR ANY PROBLEMS OR DISSATISFACTION WITH THE LINKED SERVICES AND OTHER THIRD PARTY SERVICES OR THE CONTENT THEREOF, IS TO UNINSTALL AND/OR STOP USING ANY SUCH LINKED SERVICES AND OTHER THIRD PARTY SERVICES.

IN NO EVENT WILL WE OUR SUBSIDIARIES, AFFILIATES, SUCCESSORS, OR ASSIGNS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS, DIRECTORS, OFFICERS OR SHAREHOLDERS BE LIABLE FOR:

1. ANY LOSS OR DAMAGE ARISING FROM:

(A) YOUR INABILITY TO ACCESS OR USE THE SERVICE OR ANY PART THEREOF, OR TO ACCESS ANY CONTENT OR ANY LINKED SERVICES OR OTHER THIRD PARTY SERVICES VIA THE SERVICE;

(B) ANY CHANGES THAT WE MAY MAKE TO THE SERVICE OR ANY PART THEREOF, OR ANY TEMPORARY OR PERMANENT SUSPENSION OR CESSATION OF ACCESS TO THE SERVICE OR ANY CONTENT IN OR FROM ANY OR ALL TERRITORIES;

(C) ANY ACTION TAKEN AGAINST YOU BY THIRD PARTY RIGHTS HOLDERS WITH RESPECT TO ANY ALLEGED INFRINGEMENT OF SUCH THIRD PARTY'S RIGHTS RELATING TO YOUR CONTENT OR YOUR USE OF THE SERVICE, OR ANY ACTION TAKEN AS PART OF AN INVESTIGATION BY US OR ANY RELEVANT LAW ENFORCEMENT AUTHORITY REGARDING YOUR USE OF THE SERVICE;

(D) ANY ERRORS OR OMISSIONS IN THE SERVICE'S TECHNICAL OPERATION, OR FROM ANY INACCURACY OR DEFECT IN ANY CONTENT OR ANY INFORMATION RELATING TO CONTENT;

(E) YOUR FAILURE TO PROVIDE US WITH ACCURATE OR COMPLETE INFORMATION, OR YOUR FAILURE TO KEEP YOUR USERNAME OR PASSWORD CONFIDENTIAL;

2. ANY LOSS OR DAMAGE TO ANY COMPUTER HARDWARE OR SOFTWARE, ANY LOSS OF, DATA (INCLUDING YOUR CONTENT), OR ANY LOSS OR DAMAGE FROM ANY SECURITY BREACH (WHETHER DIRECT OR INDIRECT); AND/OR

3. ANY LOSS OR DAMAGE (INCLUDING ANY LOST PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES)

IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT EXCEED THE GREATER OF €100 EURO OR THE AMOUNTS (IF ANY) PAID BY YOU TO US DURING THE PREVIOUS TWELVE (12) MONTHS FOR THE PART OF THE SERVICE

GIVING RISE TO THE CLAIM.

ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE MUST BE NOTIFIED TO US AS SOON AS POSSIBLE.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH CASES, YOU ACKNOWLEDGE AND AGREE THAT SUCH LIMITATIONS AND EXCLUSIONS REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND US AND ARE FUNDAMENTAL ELEMENTS OF THE BARGAIN BETWEEN YOU AND US, AND THAT OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

THIS SECTION APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. YOU MAY HAVE RIGHTS UNDER APPLICABLE LAW IN YOUR JURISDICTION WHICH PROVIDES FOR REMEDIES IN ADDITION TO THOSE SET OUT ABOVE.

Nothing in this Agreement limits or excludes our liability for fraud, fraudulent misrepresentation, death or personal injury caused by our negligence, and if required by applicable law, gross negligence.

19. Data protection, privacy and cookies

All personal data that you provide to us in connection with your use of the Service is collected, stored and used by us in accordance with our [Privacy Policy](#). In addition, in common with most online services, we use cookies to help us understand how people are using the Service, so that we can continue to improve the services we offer. Our use of cookies, and how to disable cookies, is explained in our [Cookies Policy](#).

20. Term and termination

The Agreement will continue to apply until terminated by either you or us.

20.1 Termination by you

You may terminate the Agreement and/or cancel your Paid Subscription at any time by either (i) accessing the account page within your settings on the Website, or (ii) sending us a notice in writing to support@soundtrap.com or to Soundtrap, Box 4339, S-10267 Stockholm, Sweden confirming such termination or cancellation.

20.2 Termination by us

We may terminate the Agreement, or suspend and remove your Paid Subscription and access to the Service or any part thereof, temporarily or permanently, at any time including in the event of non-payment of subscription fees, your actual or suspected unauthorized use of the Service and/or Content, non-compliance with the Agreement or if we withdraw the Service (in which case we shall provide you with reasonable notice in advance of doing so).

In particular, we may terminate the Agreement, or suspend and remove your Paid Subscription

and access to the Service if (i) you are, or are deemed to be, infringing any third party intellectual property or other rights; (ii) you are in breach of any of the material provision of the Agreement; (iii) we elect in our own discretion to cease providing access to the Service in the jurisdiction where you reside or from where you are attempting to access the Service, or (iv) in other reasonable circumstances as determined by us in our sole discretion.

20.3 Consequences of termination

If the Agreement is terminated by you or us, or if we suspend and remove your Paid Subscription and access to the Service in accordance with the Agreement, before the end of your subscription period, you agree that we shall have no liability or responsibility to you and we will not offer any refund for any unused period of your subscription.

Once the Agreement has been terminated, your account and any and all Content residing in your account, or pertaining to activity from your account (for example, data relating to the distribution or consumption of your sounds), may be irretrievably deleted by us, except to the extent that we are obliged or permitted to retain such Content, data or information for a certain period of time in accordance with applicable laws and regulations and/or to protect our legitimate business interests. You are advised to save or back up any Content that you have uploaded to your account before terminating the Agreement.

We are not able to provide you with any .csv or other similar file of data relating to activity associated with your account, whether before or after termination of your account. This data is provided and is accessible only for viewing via your account page on the Service for as long as your account is active, and except as set forth in our [Privacy Policy](#).

If you access the Service via any of our applications or via any third party application connected to your account, deleting that application will not automatically delete your account.

Sections 5, 7-12, 14-19, 20-25 and any other provisions of the Agreement, including these Terms of Use, which by their nature must remain in effect after termination of the Agreement, shall survive termination.

21. Assignment to third parties

We may assign the Agreement, and any of our rights under the Agreement, in whole or in part, and we may delegate any of our obligations under the Agreement, to any third party at any time without notice, including to any person or entity acquiring all or substantially all of the assets or business of Soundtrap®. You may not assign the Agreement, or any rights and obligations under the Agreement, nor transfer or sub-license any rights hereunder to any third party.

22. Severability, waiver and interpretation

Unless otherwise stated in the Agreement, should one or more provisions of the Agreement be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreement, and the application of that provision shall be enforced to the fullest extent permitted by law.

Any failure by us to enforce the Agreement or any provision thereof shall not constitute a waiver of our right to do so.

As used in these Terms of Use, the words “include” and “including,” and variations thereof, will be deemed to be followed by the words “without limitation”.

23. Choice of law, mandatory arbitration and venue

23.1 Governing Law / Jurisdiction

Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, the Agreement (and any non-contractual disputes/claims arising out of or in connection with them) are subject to the laws of the state or country listed below, without regard to choice or conflicts of law principles.

Further, you agree to the jurisdiction of the courts listed below to resolve any dispute, claim, or controversy that arises in connection with the Agreement (and any non-contractual disputes/claims arising out of or in connection with them). In some cases, that jurisdiction will be “exclusive”, meaning that no other countries’ courts can preside over the matter; have jurisdiction; in other cases, the jurisdiction is “non-exclusive”, meaning that other countries’ courts may have jurisdiction as well. This is indicated in the chart as well.

Country	Choice of Law	Jurisdiction
Andorra, Australia, Austria, Belgium, Czech Republic, Denmark, Finland, Greece, Hungary, Iceland, Indonesia, Ireland, Israel, Italy, Japan, Liechtenstein, Malaysia, Mexico, Netherlands, New Zealand, Poland, Romania, Singapore, South Africa, Sweden, Switzerland, Taiwan, Thailand, Vietnam	Sweden	Exclusive; Courts of Sweden
Bulgaria, Cyprus, Estonia, France, Germany, Hong Kong, Latvia, Lithuania, Luxembourg, Malta, Monaco, Norway, Philippines, Portugal, Slovakia, Spain, Turkey	Laws of Sweden	Non-exclusive; Courts of Sweden
Brazil	Laws of Brazil	Exclusive; State and Federal Courts of São Paulo, State of São Paulo, Brazil
Canada	Not applicable to residents of Quebec: Laws of the Province of Ontario Residents of Quebec: Laws of the Province of Quebec, Canada	Not applicable to residents of Quebec: Exclusive other than for the purpose of enforcing judgements; Courts of Ontario, Canada

		Residents of Quebec: Courts of Quebec, Canada
Argentina, Bolivia, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Nicaragua, Panama, Paraguay, Peru, Uruguay	State of California, United States	Exclusive; State and Federal Courts of San Francisco County, CA or New York, NY
United Kingdom	Laws of England and Wales	Exclusive; Courts of England and Wales in London, England

23.2 CLASS ACTION WAIVER

WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and we agree, no arbitrator or judge may consolidate more than one person’s claims or otherwise preside over any form of a representative or class proceeding.

23.3 Arbitration

If you are located in, are based in, have offices in, or do business in a jurisdiction in which this Section 23.3 is enforceable, the following mandatory arbitration provisions apply to you:

23.3.1 Dispute resolution and arbitration

You and we agree that any dispute, claim, or controversy between you and us arising in connection with or relating in any way to the Agreement or to your relationship with us as a user of the Service (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of the Agreement) will be determined by mandatory binding individual arbitration. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award declaratory or injunctive relief benefiting anyone but the parties to the arbitration. This arbitration provision will survive termination of the Agreement.

23.3.2 Exceptions

Notwithstanding clause 23.3.1 above, you and we both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to (1) bring an individual action in a small claims court (2) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (3) seek injunctive relief in a

court of law, or (4) to file suit in a court of law to address intellectual property infringement claims.

23.3.3 Arbitration rules

Either you or we may start arbitration proceedings. Any arbitration between you and us will be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "ICC") then in force (the "ICC Rules") by one or more arbitrators appointed in accordance with the ICC Rules, as modified by the Agreement, and will be administered by the International Court of Arbitration of the ICC.

Any arbitration will be conducted in the English language and unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, the law to be applied in any arbitration shall be the law of the relevant state or country listed in clause 23.1, without regard to choice or conflicts of law principles.

23.3.4 Time for filing

Any arbitration must be commenced by filing a demand for arbitration within ONE (1) YEAR after the date the party asserting the claim first knows or reasonably should know of the act, omission, or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

23.3.5 Notice; process

A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). Our address for Notice is: Spotify, Attn: General Counsel, 4 World Trade Center, 150 Greenwich Street, 62nd Floor, New York, New York 10007, USA. The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or we may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or us shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. In the event our dispute is finally resolved through arbitration in your favor, we shall pay you (1) the amount awarded by the arbitrator, if any, (2) the last written settlement amount offered by us in settlement of the dispute prior to the arbitrator's award; or (3) €1,000 euro, whichever is greater. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator's decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

Except as required to enforce the arbitrator's decision and award, neither you nor we shall make any public announcement or public comment or originate any publicity concerning the arbitration, including the fact that the parties are in dispute, the existence of the arbitration, or any decision or award of the arbitrator.

23.3.6 Modifications

In the event that we make any future change to this arbitration provision (other than a change to our address for Notice), you may reject any such change by sending us written notice within 30 days of the change to our address for Notice, in which case your Soundtrap® account shall be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject, shall survive.

23.3.7 Enforceability

If the class action waiver in section 23.2 is found to be unenforceable in arbitration or if any part of this section 23.3 is found to be invalid or unenforceable, then the entirety of this section 23.3 shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 23.1 shall govern any action arising out of or related to the Agreement.

24. Entire agreement, third party beneficiaries

Other than as stated in this section or as explicitly agreed upon in writing between you and us, this Agreement together with and any additional terms you agree to from time to time, constitute the entire agreement between you and us with respect to your use of the Service and supersede any prior agreement with respect to the same subject matter. Any modifications to the Agreement other than by us as permitted by [Section 3](#) are prohibited unless made in writing between you and us.

As noted previously, however, certain aspects of your use of the Service may be governed by additional agreements. That could include, for example, when access to the Service is sold via a third party, together with other services, or when you have agreed to terms and conditions of Third Party Services. To the extent that there is any irreconcilable conflict between any such additional terms and these Terms of Use, the additional terms shall prevail.

25. Export control

Our products may be subject to U.S. export and re-export control laws and regulations or similar laws applicable in other jurisdictions, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. You warrant that you are (1) not located in any country to which the United States has embargoed goods or has

otherwise applied any economic sanctions; and (2) not a denied party as specified in any applicable export or re-export laws or regulations or similar laws applicable in other jurisdictions.

You agree to comply with all applicable export and reexport control laws and regulations, including the EAR, trade and economic sanctions maintained by OFAC, and the ITAR. Specifically, you agree that you shall not – directly or indirectly – sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from us under the Agreement to any destination, entity, or person prohibited by any applicable laws or regulations of the United States or any other jurisdiction without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

26 Contact us

If you have any questions concerning the Service or the Agreement, please contact us by sending an email to contact@soundtrap.com or by visiting our Website.

Thank you for reading our Terms of Use. We hope you enjoy Soundtrap®.

Contracting Entity:

Spotify AB

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Sweden

SE556703748501

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